

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

THE KANSAS CITY SOUTHERN RAILWAY CO.

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that—

"(a) The Carrier has violated and continues to violate the current agreement when it permits and requires messengers holding seniority rights on Class 2 seniority roster of the Kansas City Freight Station to perform clerical work covered by Class 1 seniority roster of the Kansas City Henning Street Yards and thus deprives clerical employes holding seniority rights on the last named roster of the right to perform and be paid for such clerical work, and

"(b) That the Carrier shall now be required to restore such clerical work to employes covered by Class 1 Henning Street Yard seniority roster and compensate employes for all wage losses suffered as a result of Carrier's violation of our agreement, retroactive to October 7, 1937."

EMPLOYES' STATEMENT OF FACTS: "Henning Street Yards are a part of the terminal facilities of the Carrier in Kansas City, Mo. and employes in these yards are carried on a separate roster in a separate seniority district as defined in Rule 5 of the current agreement.

"The Local Freight Agent at Kansas City and the employes engaged in the operation of same are carried on a distinct seniority roster in the district, as provided for in Rule 5 of the current agreement.

"The work of checking cars for yard office records, the carding or chalking of cars in the Henning Street Yard is work which regularly attaches to the operation of the yards and yard office. Such work comes within the limits of the seniority district stipulated in Rule 5 of the agreement as 'one seniority district to cover yard office force under Asst. Superintendent, Kansas City.'

"Prior to the year 1934, the above stated work was assigned to and performed by yard clerks working under the immediate supervision of the Chief Yard Clerk.

"During the year 1934 the Carrier eliminated 12 Yard Clerk positions and the work of these positions was assigned to and required of special officers, asst. yard masters and car department employes, at which time there was no agreement in effect between the two parties to this dispute.

"When the current agreement, effective June 16, 1937, was promulgated, the two parties thereto mutually agreed to restore the clerical work incident and attached to the yard operations to the clerical force and make subject to the scope and operations of the new agreement.

"Going still further, various industries located on carrier's rails have their employes card cars for the use of our switchmen in expediting their movement to proper destination.

"It should be apparent, therefore, that this work cannot properly be localized either to any specific clerical seniority district, to the clerical craft in general, or even to any craft of railroad employees."

OPINION OF BOARD: It is the opinion of the Board that the carrier was not free to remove the work involved in this case from the confines of one seniority district and assign it to employees, although covered by the same agreement, in another seniority district, as was done in this particular case. It is not the intention to modify to any extent Rules 20, 21, and 22, which are not here involved. The award is limited in application to the facts and circumstances of this case.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That effective ten days from the date of this record, such work as is available shall be performed by the employees of the seniority district on which the work is to be performed, as per Rules 3 and 5. Claim for compensation for period prior to ten days from date of this award is denied.

AWARD

Claim disposed of and sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 11th day of October, 1939.